

AN ORDINANCE BY *Councilmember Debi Starnes* 02-0-1454

TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACTUAL AGREEMENT WITH SCI-TREK MUSEUM IN AN AMOUNT NOT TO EXCEED \$749,477.40 FOR THE PURPOSE OF THE CONSTRUCTION OF AN EXHIBIT AT THE CHALLENGER LEARNING CENTER, LOCATED INSIDE THE EXISTING FACILITY AT 395 PIEDMONT AVENUE; AND TO REPEAL ORDINANCE 02-O-0959 IN ITS ENTIRETY.

**WHEREAS**, the City of Atlanta has received a grant from the U.S. Department of Housing and Urban Development Special Purpose Grant Program, Project Number GA06SPG506 (A), in the amount of \$750,000.00 for the purpose of advertising, demolition, personnel, design, and construction of approximately 6,000 square feet of exhibit space; and

**WHEREAS**, the acceptance of these funds was authorized by legislation adopted by the Council of the City of Atlanta on July 5, 1995 and approved by the Mayor on July 11, 1995; and

**WHEREAS**, this project will be administered by the Department of Parks, Recreation and Cultural Affairs as a pass-through grant to the Sci-Trek Science Museum; and

**WHEREAS**, the Sci-Trek Science Museum conducted a competitive process to identify the most responsible and responsive Contractor; and

**WHEREAS**, Sci-Trek shall be responsible for the construction management as approved by the U.S. Department of Housing and Urban Development and the City of Atlanta Department of Parks, Recreation and Cultural Affairs.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA**, as follows:

**SECTION 1:** That the Mayor be and is hereby authorized to enter into a Contractual Agreement with Sci-Trek Science Museum in an amount no to exceed \$749,477.40 for the purpose of the construction of an exhibit at the Challenger Learning Center, located inside the existing facility at 395 Piedmont Avenue.

**SECTION 2:** That SCI-Trek Science Museum shall agree to be contractually bound by the conditions of the HUD Grant.

**SECTION 3:** That SCI-Trek Science Museum shall agree to indemnify the City from any financial obligations arising from the expenditure of these grant funds.

**SECTION 4:** That the City Attorney be and is directed to prepare an appropriate contractual agreement for execution by the Mayor, to be approved by the City Attorney as to form.

**SECTION 5:** That the services for this project shall be charged to and paid from account numbers: 1B02 573001 N12D0997BCBO in an amount not to exceed \$700,000.00 and 1B02 524001 N12D0997BCBO in an amount not to exceed \$49,477.40 for a total no to exceed \$749,477.40 with a 10% contingency fee held in each account line item until project completion.

**SECTION 6:** That this contract agreement shall not become binding on the City and the City shall incur no liability upon same until such agreement has been executed by the Mayor and delivered to the Sci-Trek Science Museum.

**SECTION 7:** That all Ordinances and parts of Ordinances in conflict with this Ordinance, specifically 02-O-0959 are hereby repealed.